

**Early Childhood
Child Care Development Fund**

**Invitation for Bid (IFB)
and
Program Guidelines**

FY 2004

Missouri Department of Elementary and Secondary Education
Early Childhood Education
P.O. Box 480
Jefferson City, MO 65102

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of Early Childhood Child Care Programs. This IFB is a one year grant.

GOAL:

To increase child care program availability and quality in public schools and colleges/universities in order to provide a safe environment that meets the individual, developmental, social, emotional, and physical needs of children, birth to five years of age.

RATIONALE:

Research indicates, a safe, well supervised, qualified staff, developmentally appropriate practices, and an enriching early childhood environment can greatly enhance the social, emotional, cognitive, and physical development of children ages birth to kindergarten entry. Early childhood child care programs can also meet the needs of working parents through extended hours—five days a week and open year round. Early childhood child care programs can benefit teen parents and their children. Teen parents as well as their children benefit by having the opportunity to be a part of an early childhood program. Many of these programs allow teen parents access to their child throughout the school day. These programs also allow the teen parents to continue their education and at the same time, provide a safe, nurturing and developmentally appropriate atmosphere for their children.

BACKGROUND:

Early Childhood Child Care (ECCC) is a major issue for public education in the state of Missouri. The Department of Elementary and Secondary Education has cooperatively worked with other institutions, organizations and agencies to assist the public school system with their efforts.

The purpose of this document is to announce the availability of funds to provide a quality early childhood child care program; to solicit applications for these funds; and to provide the procedures and requirements for applicants.

Funds must be used to supplement, not supplant, other funding. These funds may not be used to provide a service or activity previously funded with other federal, state or local funds. Rather, these funds are to be used to implement a new program or to improve/expand an existing program.

Public School District interested in applying for funding, must submit **ALL REQUIRED INFORMATION** for their request to be considered. Questions regarding the process for requesting funds must be directed to the Department of Elementary and Secondary Education. Please see the contact information on the first page of this IFB.

Child Care Development Fund Grant

The CCDF is subject to the requirements of section 418 of Title IV-A of the Social Security Act as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, P.L. 104-193, effective October 1, 1996.

The Department of Elementary and Secondary Education will administer a portion of these funds to support:

- Grants for the purpose of establishing Early Childhood services within the school setting;
- Provide technical assistance and consultation and training for programs;
- Assist the early childhood accreditation systems with public school programs; and
- Gather and distribute information on existing programs in settings.

Programs should be conducted on school facilities. Programs located elsewhere will be considered only if school facilities are not available. In such cases, consideration will be given to community center in lieu of public school facilities. Community Center means any facility operated by public or nonprofit community-based organizations for the provision of recreational, social or educational services to general public. Any site selected must be accessible for children with disabilities.

It is understood that the Public School District is the author and administrator of this grant. While the Public School district may work in cooperation with other community partners, this grant award is to the Public School District for the purpose of administering a Public School District Early Childhood program.

In the event that a not-for-profit entity partners with the Public School district for the Early Childhood program, an authorized representative from such an entity must sign the application where indicated in addition to the superintendent or authorized representative of the public education institution.

In those cases where a not-for-profit entity partners with the Public School district for the Early Childhood Child Care program, an authorized representative from such an entity must sign the application where indicated **in addition** to the superintendent or authorized representative of the public education institution.

For purposes of these guidelines, Early Childhood Child Care (ECCC) Programs are those school-based programs offering care to all children, including children with disabilities, from six weeks to kindergarten entry. ECCC programs shall also meet the needs of working parents(s) during non-school days.

Applications for these grants must be identified as one of the following:

New Services: Implementing a new program within a school site (building) where **no such service is presently being operated.** The program must be new to the district or new to the school site.

Existing Services: Improving and/or expanding an existing program to serve more children than are presently being served or to improve the quality of ECCC provided.

NOTE: From this point on, the term **“Public School District”** will be used for all Public Education Institutions.

2. GENERAL CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

- 2.1.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the DESE for any contractual commitment in excess of the original contract period.

2.2 Price:

- 2.2.1 Funding for an Early Childhood Child Care grant is limited to one full award per funding year, per EC site/school building. Funding up to, but not exceeding \$20,000 per site or \$40,000 per district for multiple sites may be awarded. DESE shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.3 Minimum Standards:

2.3.1 ELIGIBLE ENTITIES:

A Public School District Superintendent or Applicable Community/State college Official—All applications must be signed by the Superintendent or College Official to be eligible for a Early Childhood Child Care grant either for an existing or a new EC program. **Only applications submitted by Public School Districts will be considered for grant awards.** A Public School District may submit an application for an Early Childhood Child Care program that is utilizing school facilities, such as the YMCA, YWCA, 4-H Youth Development, PTA, or other not-for-profit entities; however, the Public School District is ultimately responsible for the program and the execution of the grant.

2.3.2 PROGRAM CONSIDERATIONS:

The Public School District shall develop and implement Early Childhood Child Care Programs that take into consideration the following program considerations:

A. Program Content

An Early Childhood Child Care should provide a daily schedule that is flexible and varied, including a large number of age-appropriate activities based on the interests of children. A variety of activities from which children can select should be available at all times. Content should include: puzzles, manipulatives, blocks, outdoor activity times, developmentally and age appropriate activities for small group and individual activities, opportunities to read and to be read to, field trips, opportunities to be involved in art activities, music (instruments, cassette tapes, etc) and science activities. Programs caring for infant/toddler age children need appropriate materials as well. This may include: rattles, soft dolls, texture balls, teething toys, soft books, board books, large beads and blocks, nesting toys, lullabies, nursery rhymes, water toys, etc. **The use of television is discouraged as an option to children.** Programs will offer nutritious snacks and/or meals, depending on schedules.

B. Program Operation

For Early Childhood Child Care Programs, the hours and days of operation should be reflective and accommodating to the families participating in the program, especially parents working outside the home, i.e. 7:00 a.m. to 6:00 p.m., Monday through Friday; year round including summer months, breaks, and holidays (except legal holidays), inclement weather, teacher conferences, etc.

C. Staff Qualifications

Training and experience of the child care program administrator should include early childhood education, child development, or other child-related fields. This person needs appropriate training because he/she is responsible for developing, directing and supervising the complete child care program.

Staff working with children should have education and/or training in early childhood education, child development, or other child-related fields. No person shall be employed who has been convicted of a crime against children. All programs are required to meet state laws regarding screening of child care providers. All adults working with children should be trained in appropriate first aid and emergency procedures.

D. Adult/Child Ratios

There should be appropriate child/staff ratios at all times in the program. Consideration should be given to the ages of the children being served. If children with disabilities are included in the program, and require additional supervision or assistance, the district may need to alter the child/staff ratios. Special staffing arrangements may only be necessary during specific activities. The following chart should be used in determining the maximum optimal adult/child ratio:

<u>Age</u>	<u>Minimum Staff per Children</u>
Birth - 2 years	1:4
2 years only	1:8
3 - Kindergarten entry	1:10

E. Supervision

Children must be under competent supervision at all times. **The program director and/or appropriate designee should be immediately available at all times.**

F. Records

Records must be maintained **on-site** (not the school's office or nurse's office) including: name, address, gender, and date of birth for each enrolled child; parent's or guardian's names, addresses and places at which parents or other person(s) responsible for the child can be reached in case of emergency; a daily attendance record; immunization records and pertinent medical information and emergency medical treatment plan for each child.

No child shall be released from the program to any person other than the parent, guardian, lawful custodian, or person previously designated in writing.

G. Facility

Child care programs must provide access of 35 square feet of indoor and 75 square feet of outdoor usable space per child. Any facility selected must be accessible for children with disabilities. The site must also adhere to **all** of the requirements set forth in the Americans with Disabilities Act. Although programs administered by public schools in the State of Missouri are exempt from licensing, the Early Childhood Section supports EC programs to become licensed by the Missouri Department of Health, Bureau of Child Care-Licensing. This would ensure that the program's facility is meeting minimal health and safety standards. Also, programs may want to use as a guide, the standards set forth by the Missouri Accreditation Center or NAEYC Accreditation.

2.3.3 FUNDING:

DESE has the right to reduce a grant budget if non-allowable costs are requested.

Funding for an Early Childhood Child Care grant is limited to one full award per funding year, per Early Childhood Child Care site/school building.

Districts seeking funding for more than one site must submit **separate and individualized** applications for **each** site/building as required by this document. If a district is seeking a district-wide grant such as an enhancement grant to provide training for all EC staff in the district, then a single IFB may be filled out. However, the IFB must indicate that the funding is an enhancement district grant and not a site “new” or “expansion” grant and not exceed the application maximum of \$20,000.00.

ALLOWABLE COSTS

Applicants must demonstrate an appropriate distribution of funding across budget categories. Applicants must demonstrate in the budget narrative the reason for the amount requested and must show how this amount will be sustained at the end of the grant/renewal cycle.

Allowable costs include:

Equipment

Equipment is distinguishable from supplies in that these items have a useful life of at least one year, cost more than \$1000 per unit and are more feasibly repaired than replaced.

Equipment to be purchased from these funds is limited to items for the direct service Component of the program (puzzles, children’s books, blocks, etc.) rather than equipment for the administration of the program (e.g., a typewriter for a secretary, laminating machine, etc).

Allowable costs may include purchasing, or temporary leasing of equipment needed to implement the project which is not available in the school.

All equipment and furniture purchased with this grant must be listed on an inventory form so that the Department can validate its use for child care program(s).

For Early Childhood Child Care programs, the purchase of computers with grant awards will **not be approved**.

Materials and Supplies

Materials and supplies to be purchased from these funds are limited to items which are either consumed in use, have a useful life of less than one year, cost less than \$1000 per unit and are more feasibly replaced than repaired.

Materials and supplies are allowable if needed to implement the project so that programs can begin with a variety of materials for the daily program of activities (e.g., manipulatives, blocks, art supplies, children’s books, etc.). All materials and supplies **MUST** be appropriate to the development and age of the children in care. (Recommended resource: The Right Stuff for Children Birth to 8: Selecting Play Materials to Support Development, Martha Bronson. This resource may be purchased through NAEYC (National Association for the Education of Young Children) Catalog.

NOTE: TV/VCRs and Digital Cameras are not allowable costs.

Purchased Services

Allowable purchased services include: personnel services rendered by persons not employed by applicant, their travel and related expenses, all other contracted services included, travel by employees, and fees for Missouri Accreditation and child care licensing. Attending a research based curriculum (High Scope, Project Construct, Creative Curriculum) institute is also an allowable cost for Early Childhood Child Care Programs.

Time and Effort Logs must be kept on personnel receiving stipends or salaries. This log must be signed by the authorized representative of the funded organization.

Logs should reflect the dates, length of time, and actual hours worked. It should be signed by the person performing the duties and the authorized representative of the funded district. All contracted services must be approved by the Early Childhood Section.

Professional Development Costs

Payments of stipends will be allowed if necessary to carry out the professional development objectives (e.g., payment for substitutes, payment of registration costs, payment of stipends to teachers for attendance).

Travel and Transportation

The cost of travel related to child care is allowable for program personnel on trips related to the project. This cost must be justified in the proposal. Transportation for students in a program for field trips or program trips may be included on this application. Consideration should also be given to the specialized transportation needs of students with disabilities.

Out of State travel is not an allowable cost associated with these funds.

Salaries and Benefits

Funding can be used in this category to increase the availability and/or quality of child care. ***However, this is not considered a priority area with these grants. Districts must demonstrate that other funding areas (e.g., materials and supplies, equipment, and professional development needs) have been adequately met.*** Appropriate planning expenses include activities preliminary to serving children such as: surveying the community for child care needs, planning and organizing facilities, planning curriculum and activities, hiring staff, training staff, publicizing the program and recruiting children.

Accreditation Fees

Awardees may use a portion of their grant funds for Accreditation Fees. Public School District sites who are awarded an Early Childhood Child Care grant must work toward and complete the requirements for Accreditation. DESE recognizes both the Missouri Center for Accreditation and the National Association for the Education of Young Children (NAEYC) as approved accrediting systems for Early Childhood programs.

NOTE: If a district receives grant funding and determines their need for specific items or areas have changed; then, they must complete a Budget Amendment form and have it approved by the Department of Education *prior* to purchasing any new items.

Approved funding may **not** be used for:

Funding of existing expenditures. Grant award cannot supplant existing funding or expenditures and must be used only to increase or enhance programs;

Purchase of or improvement of land or property, except for minor remodeling;

Minor Remodeling or permanent improvements which exceed \$20,000.00;

Rent of building or facility;

Student and/or child tuition fees;

Matching funds for other federal grants; and

Meals (Breakfast, Lunch, Dinner) or Snacks {this does not include classroom cooking experiences}

NOTE: YOU MUST ATTACH A DETAILED ITEMIZED DESCRIPTION FOR *EACH* BUDGET CATEGORY YOU ARE REQUESTING FUNDS FOR (see examples below). *Failure to do so will result in the proposal being “ineligible” and will not be evaluated.*

1) Unacceptable example: \$600 for conference registrations

Acceptable example: \$600 for 6 staff to attend “XYZ” conference at \$100 each

2) Unacceptable example: \$400 for materials and supplies

Acceptable example: \$150 for construction paper
\$50 for glue and paint
\$200 for assorted fabric

2.3.4 STAFF TRAINING REQUIREMENTS:

Staff in Early Childhood Child Care programs approved for funding must complete a minimum of eight (8) hours of mandatory Early Childhood training. These training costs can be budgeted in the grant application. This does NOT include the required hours of CPR and First Aid Training. In order to use these 8 hours of training as a partial requirement for your child care license, these 8 clock hours must be trainings offered by trainers approved by the Missouri Department of Health and Senior Services.

Training received at approved conferences meet the Missouri Department of Health and Senior Services requirements for registered trainers. Allowable conferences include: MO-AEYC Conference, Conference on the Young Years, or other approved Early Childhood Conferences (in-State).

In addition to the aforementioned Health and Safety requirements, program staff must provide:

- Copies of CPR and First Aid Training/Certification of all permanent staff upon request.
- Posted copies of meal and snack menus which must meet USDA guidelines.
- Posted evidence of **Monthly** fire and/or tornado drills.
- Evidence of **Monthly** activities and/or speakers related to Health & Safety issues for children and/or families upon request.
- Evidence that all permanent ECCC staff have attended either their Regional ECCC Conference, the Conference on the Young Years, MO-AEYC Conference, or other approved Early Childhood Conference (in-State).

2.3.5 EARLY CHILDHOOD ACCREDITATION:

Early Childhood Child Care programs awarded a grant MUST work toward and become accredited through one of the two approved early childhood accreditation systems. DESE is accepting the following two organizations accreditation: MOA (Missouri Center for Accreditation) OR the NAEYC (National Association for the Education of Young Children) Accreditation. Programs that receive a grant, yet do not submit the appropriate information for either MOA or NAEYC Accreditation by the appropriate deadline will be in jeopardy of not receiving final grant payments or funding for future child care grant applications.

Should a grantee not complete all requirements for accreditation within the time frames listed by their chosen accreditation organization, then that program will be in jeopardy of not being eligible for

future funding to cover not more than three years.

The goal of this procedure is: to insure quality child care programs using standards and procedures outlined by the Missouri Accreditation Board and adopted by the Missouri State Board of Education, and the NAEYC Accreditation standards. Grant applications MUST indicate which early childhood accreditation they are seeking. If they are currently accredited by either organization, they must so indicate on the application form. Fees vary for the two organizations and this grant will allow grant funds to go directly toward the accreditation fees.

2.3.6 DEFINITIONS

- (1) Early Childhood Child Care Programs: Child Care Programs administered by a public school district or provided by a not-for-profit agency in a public school building that serve children ages birth to school entry. Early Childhood Child Care Programs for Adolescent Teen Parents are included in this category.
- (2) Licensed Child Care Programs: A child care program that is licensed by the State of Missouri through the Department of Health and Senior Services. Programs that are licensed MUST submit a copy of the license.
- (3) Site: The site is the actual location of the program. This information will need to be completed on page 3 of the CCDF Grant Application.
- (4) Low Income Child: A child 13 years of age or under whose family income does not exceed the following:

<u>Size of Family</u>	<u>Maximum Income Limit</u>
One-person family	\$11,004.00
Two-person family	\$14,338.00
Three-person family	\$17,784.00
Four-person family	\$21,168.00
Five-person family	\$24,552.00

- (5) Special Needs Child: A special needs child is a child under the age of 18, or under the age of 19 if still in high school, who has one or more of the following conditions:
 - Requires special educational services in order to develop to maximum capacity because of a mental, physical, emotional or learning problem;
 - A physical or mental incapacity as certified by a physician;
 - Parent with a physical or mental incapacity making school age child care necessary;
 - Receives foster care through the Department of Social Services;
 - Court ordered supervision;
 - Eligible for and receive services from the Department of Mental Health; or
 - Receives Supplemental Security Income (SSI).

2.4 Reporting Requirements:

The Public School District shall submit the reports identified hereinafter to the state agency for review and approval.

- Budget Amendment form, if required;
- Final Program Report form due by May 15, 2004;
- Final Expenditure Report form due May 15, 2004;
- Any other materials required by grant guidelines.

2.5 Financial Requirements:

- 2.5.1 The Public School District must maintain financial and accounting records and evidence

pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state. These records must be made available at all reasonable times to the State agency and/or its designees during the contract period and any renewal period, and for five (5) years from the date of the final payment on the contract or contract renewal period.

- 2.5.2 The contractor shall permit governmental auditors and authorized representatives of the State to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.
- 2.5.3 The contractor shall agree and understand that any amount funded per the contract is subject to appropriations made by the General Assembly and signed into law by the Governor. In addition, the total budget amount described herein is also subject to reduction by the state agency when deemed in the best interest of DESE. Therefore, DESE does not guarantee that any amount of funds will be spent in accordance with the contract.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period: New/Existing Services: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, DESE for any contractual commitment in excess of the original contract period.
- 2.6.2 Termination - DESE reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, the following shall apply:
 - a. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of DESE, become the property of the Department. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by DESE pursuant to the contract prior to the effective date of termination.
 - b. As directed by the department, the contractor shall either cancel all open commitments previously made per the contract or (without entering any new commitments) shall continue with execution of such open commitments.
 - 1. If the open commitments are cancelled, the department shall pay all costs (including penalties) resulting from the cancellation.
 - 2. If such commitments continue to be executed, the contractor shall be entitled to be paid for the contractor's services pursuant to the requirements of the contract, as if such cancellation had not occurred.
- 2.6.3 Property of Department - The contractor shall agree and understand that all deliverables developed as a result of the contract, shall become the property of DESE with all rights and interests for present and future use as deemed appropriate by the department.

- a. The contractor shall be responsible for obtaining copyrights as appropriate in the name of DESE as instructed and approved by the department. If approved, the contractor shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
- b. DESE shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that:
 1. The subcontract requires the payment of such royalties, fees, etc., and
 2. The department agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
- c. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the department.
- d. The contractor shall defend, indemnify and hold harmless DESE, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the contractor's performance or products produced under the terms of the contract.

2.6.4 Contractor Liability - The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save DESE, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold DESE, including its employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- a. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by DESE, including its employees, and assignees.

2.6.5 Insurance - The contractor shall understand and agree that DESE cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect DESE, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.6.6 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her

employees to be an employee of the Department. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the department, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 2.6.7 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the department throughout the effective period of the contract.
- 2.6.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and DESE and to ensure that the department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the department prior to establishing any new subcontracting arrangements and before changing any subcontractors.

3. BIDDER'S SUBMISSION INSTRUCTIONS

Bids **must be received** in the correct office of the Department of Elementary and Secondary Education located at 205 Jefferson Street, Jefferson City, MO 65101 by the **TIME and DATE indicated or they will not be opened and evaluated**. Applicants should note that bids sent as First Class or Priority Mail to the PO Box indicated, may take 24 hours to transit from the PO Box to the appropriate office and should take this into account when mailing the bid. It is recommended that bids sent by overnight delivery service be sent to the 205 Jefferson Street address instead of the PO Box listing. Applicants should be aware that bids sent by overnight delivery service, the day before bids are due, may not arrive at the correct office by the date and time due. Applicants may hand deliver bids to 205 Jefferson Street if they so choose.

- 3.1.1 ELECTRONIC SUBMISSION OF BIDS THROUGH THE ON-LINE BIDDING WEBSITE IS **NOT** AVAILABLE FOR THIS IFB.
- 3.1.2 When submitting a bid, the applicant **must** include two (2) additional copies along with their original bid for a **total of three (3)**.
- 3.1.3 To facilitate the evaluation process, the contractor must organize their bid in numeric order with only the required attachments. **Do not submit any additional information.**
- 3.1.4 Applicant's Contacts - Applicants and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc. to the contact person indicated on the first page of the IFB.

Applicants and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Applicants and their agents who have questions regarding this matter should call the contact person.

QUESTIONS: Carol Rackers
Department of Elementary & Secondary Education
Accounting and Procurement Section
Phone: 573-751-4463

TO DOWNLOAD IFB:
www.dese.state.mo.us
Choose Programs and Services A to Z
Early Childhood Education

DELIVER IFB TO: Early Childhood Education Section
7th Floor, Jefferson State Office Building
205 Jefferson Street
Jefferson City, Missouri 65101
Must be received no later than 3:00 p.m. on November 14, 2003.

MAIL IFB TO: Early Childhood Education Section-IFB
MO Department of Elementary and Secondary Education
P.O. Box 480
Jefferson City, Missouri 65102-0480
Must be received no later than 3:00 p.m. on November 14, 2003.

MUST BE RECEIVED NO LATER THAN 3:00 P.M. ON NOVEMBER 14, 2003.

3.2 Determination for Award:

3.2.1 The award of contract shall be made based on the evaluation system listed below. DESE reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and /or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past five years. As deemed in its best interests, DESE reserves the right to clarify any and all portions of any bidder's offer.

3.2.2 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below: Grant awards will be given to public education agencies with priority given to Early Childhood Programs that are:

- New Early Childhood Programs;
- State licensed and/or Accredited;
- Actively seeking license and/or early childhood accreditation
- Expanding capacity to serve children in an existing Early Childhood Program

- Operating a year round program, including the summer months, breaks, holidays (except legal holidays), inclement weather, teacher conferences, and other days when public schools might not be in session;
- Innovative, creative, and/or providing services beyond the traditional Early Childhood program, (parent involvement, parent education, teen parent program);
- Facilities serving a high population of low income and/or special needs children

Scoring System: Funding will be awarded to facilities with the highest scores/rank based on availability of grant funds. When applications exceed the availability of funds or when the scoring system results in a tie score, DESE will have final say in determining who will receive a grant award.

Evaluation System: The following point system will be used to evaluate requests for funds:

a. Section IV - Budget Information	10 points
b. Section V - Enrollment Information	20 points
c. Section VI - Program Use of Grant Funds	4 points
d. Section VII – Program Information	5 points
e. Section VII – Program Narrative # A Define the Need	10 points
f. Section VII – Program Narrative # B Collaborative Efforts	10 points
g. Section VII – Program Narrative # C Program Goals and Objectives	8 points
h. Section VII – Program Narrative # D Implementing the Plan	10 points
i. Section VII – Program Narrative # E Long Range Plans & Evaluation.	8 points
j. Section VII – Program Narrative # F Planned Facilities	5 points
k. Section VII – Program Narrative # G Early Childhood Staff	10 points
Total points available:	100 points

STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION
TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Elementary and Secondary Education**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Applicant** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DESE. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Awardee** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DESE to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DESE.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DESE.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DESE if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DESE, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DESE in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DESE monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the departments website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DESE reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DESE and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF BIDS

- a. Bids may not be submitted electronically as indicated in the IFB. Delivered bids must be sealed in an envelope or container, and received in the DESE office located at 205 Jefferson Street in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DESE address shown on first page. However, it shall be the responsibility of the bidder to ensure their bid is in the DESE office (address shown on front page) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DESE office, may be modified by signed, written notice which has been received by the DESE prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DESE office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DESE prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to DESE must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the department's website after the official opening date and time. The DESE will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DESE office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DESE to be in the best interest of the State of

Missouri.

- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DESE reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DESE reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DESE reserves the right to reject any and all bids.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DESE to the successful bidder. The DESE reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DESE based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DESE posts all bid results on the website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DESE reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DESE.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DESE's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DESE or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DESE.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DESE, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DESE may cancel the contract. At its sole discretion, the DESE may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DESE within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DESE will issue a notice of cancellation terminating the contract immediately.
- c. If the DESE cancels the contract for breach, the DESE reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DESE deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DESE immediately.
- b. Upon learning of any such actions, the DESE reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and

- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DESE shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DESE until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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